

BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TH
REGULATORY AUTH

Guy M. Hicks
General Counsel

'01 MAR 26 PM 3 54

615 214 6301
Fax 615 214 7406

OFFICE OF THE
EXECUTIVE SECRETARY

March 22, 2001

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Microwave Collocation Master Agreement
Negotiated by BellSouth Telecommunications, Inc. and Winstar Wireless Inc.
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. ~~00-00573~~*

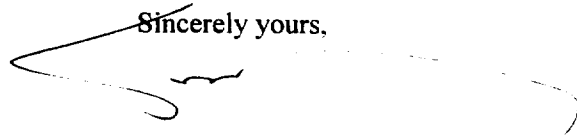
Dear Mr. Waddell:

01-00261

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Winstar Wireless Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Microwave Collocation Master Agreement dated May 9, 2000.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Steve Murray, Winstar Wireless, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Microwave Collocation Master Agreement
Negotiated by BellSouth Telecommunications, Inc. and Winstar Wireless Inc.
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-00573~~ *01-00261*

**PETITION FOR APPROVAL OF THE
AMENDMENT TO THE MICROWAVE COLLOCATION
MASTER AGREEMENT NEGOTIATED BETWEEN BELL SOUTH
TELECOMMUNICATIONS, INC. AND WINSTAR WIRELESS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Winstar Wireless Inc., ("Winstar") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Microwave Collocation Master Agreement (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Winstar and BellSouth state the following:

1. Winstar and BellSouth have successfully negotiated a Microwave Collocation Master Agreement ("Collocation Agreement") dated May 9, 2000. The Collocation Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 29, 2000. The parties have recently negotiated an Amendment to the Collocation Agreement which amends Section 7, Antenna Modifications and Section 3. Responsibility of the Parties. A copy of the Collocation Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Winstar and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Winstar within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the

agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. Winstar and BellSouth aver that the Amendment is consistent with the standards for approval.

5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Winstar and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 22nd day of March, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Microwave Collocation Master Agreement on the following via United States Mail on the 22 day of March, 2001.

Mr. Steve Murray
Winstar Wireless Inc.
1615 L Street, NW, Suite 1260
Washington, DC 20036



Guy M. Hicks

**AMENDMENT
TO THE
AGREEMENT BETWEEN
WINSTAR WIRELESS, INC.
AND BELL SOUTH TELECOMMUNICATIONS, INC.
DATED MAY 9, 2000**

Pursuant to this Agreement, (the "Amendment"), Winstar Wireless, Inc. ("Winstar"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Microwave Collocation Agreement between the Parties dated May 9, 2000 ("Agreement").

WHEREAS, BellSouth and Winstar entered into a Microwave Collocation Agreement on May 9, 2000 and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Agreement is hereby amended to delete in its entirety Section 7, Antenna Modifications, and replace it with the following language:

Winstar must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. Winstar may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by Winstar of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Exhibit B of the Collocation Agreement.

2. Section 3, Responsibility Of The Parties, is amended to add paragraph H as follows:


H. Winstar shall only use the microwave dishes located on the BellSouth roof to receive aggregated microwave signals from a Winstar hub. Additionally, Winstar may not connect Indoor Units ("IDU") within the collocation space through cross-connect facilities in lieu of interconnecting to BellSouth's network or accessing BellSouth's unbundled network elements.

3. All of the other provisions of the Agreement, dated May 9, 2000, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Winstar Wireless, Inc.

By: 

Name: STEPHEN L. MURRAY

Title: SR. Dir. REG. AFFAIRS

Date: Nov. 28, 2000

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Executive Director

Date: 12/6/00